

FULL AND FINAL RELEASE OF ALL
CLAIMS AND INDEMNIFICATION AGREEMENT

In consideration of the total sum of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00) payment, receipt and sufficiency of which is hereby acknowledged, Plaintiffs Gilbert Ramirez, Katrina Ramirez and Gilbert and Katrina Ramirez on behalf of the minor children Penelope Faith Ramirez and Isaac Salomon Ramirez, (hereinafter referred to as Releasors), do hereby forever, release, acquit and discharge Richard Pries, Eugene Bess, Ernest Garcia, Leroy Gettler, Gabriel Luna, New Mexico Department of Public Safety and New Mexico State Police, and their present, future and former agents, servants, employees, employers, successors, assigns, representatives, insurers and reinsurers (hereinafter in this instrument collectively referred to as defendants) of and from any and all claims of whatever kind or nature which Releasors have or might have, involving injuries to person or to property, or both, or to attorney's fees and costs pursuant to federal or state law, if any, whether known or unknown and whether developed or undeveloped, arising out of or resulting from or attributable in whole or in part to any incident(s) or act(s) arising before the date of entry of this release, including the incidents forming the basis for Gilbert Ramirez, Katrina Ramirez, Individually and on behalf of their minor children, P.R. and I.R., Plaintiffs v. Richard Pries, Eugene Bess, Ernest Garcia, Leroy Gettler, Gabriel Luna, New Mexico Department of Public Safety and New Mexico State Police, No. D-101-CV-2011-03470 (the lawsuit). Upon receipt of the consideration stated above, Releasor agrees to dismiss No. D-101-CV-2011-03470 with prejudice on the forms prepared by defendants.

Releasors hereby acknowledge full settlement and satisfaction of any claims of whatever kind and character which they have, or may have against defendants by reason of the above-mentioned damages, losses injuries, costs or fees. Releasors further understand that defendants, by agreeing to this compromise and settlement, do not admit liability of any kind, that liability has at all times been denied, and that the settlement evidenced by this Release is a compromise to avoid further expense of litigation and to terminate all controversies and/or claims against defendant of whatever nature, known or unknown, including further developments thereof in any way growing out of or connected with the lawsuit described herein and that said settlement is not and cannot be construed as an admission of liability or as evidence of liability of any nature whatsoever on behalf of defendants, nor shall this document be admissible in evidence in any judicial or quasi-judicial proceeding, except for the purpose of enforcing this Agreement.

Releasors and their attorneys and defendants and their attorneys further agree

that they will not disclose the terms and conditions of this settlement to any person, entity, or individual, except as required by Court Order, or as necessary to discuss with attorneys or financial advisors, regarding any potential tax consequences of this settlement for 180 days from the date of the execution of this document. All parties understand and agree that none of the settlement funds paid herein are for any confidentiality provision and that the confidentiality related to this agreement may be statutorily imposed.

The State of New Mexico Risk Management Division and defendants take no position as to the tax consequences of this settlement. Releasors agree to assume all tax liability and understand that a 1099 will be issued. Releasors further acknowledge that they will indemnify defendants, including the State of New Mexico Risk Management Division, if the Internal Revenue Service pursues any action against it. It is specifically recognized by the undersigned that they received no advice from the released parties or their counsel on the tax consequences of the agreement, and have not relied on any statements by the released parties or their counsel regarding same.

Releasors further understand that no representation of fact or opinion has been made by defendants or by anyone on their behalf to induce this settlement, and that defendants have made no agreement of any kind or promise to do or omit to do any act or thing not herein set forth.

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Releasors expressly represent and declares that, notwithstanding the damages or injuries known at this time or which may be subsequently discovered by them or any changes in the law or interpretations of the law which may occur, compensation for all unknown damages sustained by them as a result of the aforesaid incident described in the lawsuit is included in the compensation paid for in this Release, and that no further claims whatsoever can or will be made, including any claims for attorney's fees and costs, if any, pursuant to federal or state law. Releasors do hereby declare and represent that in making this Full and Final Release of All Claims and Indemnification Agreement, it is understood and agreed that they rely wholly on their own judgment, belief and knowledge of the nature of the damages suffered by them, as well as the liability questions involved, and that they have not been influenced to any extent whatsoever in making this Release in Full and Indemnification Agreement by any representations or statements regarding any of the claims for damages by defendants, or by any person representing or acting on behalf of defendants.

Releasors further understand and agree that the alleged injuries and damages sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Release and Agreement, it is understood and agreed that Releasors rely wholly upon their judgment, belief, and knowledge of the nature, extent and duration of said injuries.

Releasors further agree to indemnify and hold defendants harmless from any claims, causes of action, known or unknown, which could be asserted against defendants by or through Releasors, including but not limited to any action based on attorneys fees, contribution, indemnification or subrogation, as a result of the incident or events giving rise to the claims of Releasors. This includes, but is not limited to, any separate action for contribution or indemnity brought or asserted by any other entity or individual, or their agents, employees or representatives, arising out of the incident or treatment for injuries allegedly received during the incident.

Releasors further certify:

That they have been informed of the provisions of NMSA § 41-1-1 (1978) and that they are relying on their own judgment and the advice of their attorneys in signing this agreement and release.

GILBERT RAMIREZ, KATRINA RAMIREZ AND GILBERT AND KATRINA RAMIREZ ON BEHALF OF THE MINOR CHILDREN PENELOPE FAITH RAMIREZ AND ISAAC SALOMON RAMIREZ AND HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

RELEASOR:


GILBERT RAMIREZ

RELEASOR:


KATRINA RAMIREZ

RELEASOR:


GILBERT RAMIREZ on behalf of
PENELOPE FAITH RAMIREZ

RELEASOR:

KATRINA RAMIREZ on behalf of
ISAAC SALOMON RAMIREZ

